INVITATION TO BID NO: 09-R-2208919



FOR:

STATE OF ALABAMA

DEPTARTMENT OF FINANCE DIVISION OF PURCHASING

INVITATION TO BID

COMPRESSION TESTING MACHINE

REQ. AGENCY : 012003

ALA DEPT OF TRANS-DIV. EQUIP. MAINT: 109-911251

AGENCY REQ. NO.

T-NUMBER

DATE ISSUED : 08/04/09

VENDOR NO.

VENDOR PHONE NO. SNAP REQ. NO. BUYER NAME : : 1419331 : RAY BRESSLER

BUYER PHONE NO. : (334) 242-4670-PURCHASING PHONE NO: (334) 242-7250

BID MUST BE RECEIVED BEFORE: DATE: 08/18/09 TIME: 5:00 PM

BIDS WILL BE PUBLICLY OPENED: DATE: 08/19/09 TIME: 10:00 AM

TO BE COMPLETED BY VENDOR

| | ON SHOULD BE PROVIDED, AS WITH ORIGINAL SIGNATURE AND | | 3E |
|--|--|---|------------|
| 1. DELIVERY: CAN BE MADE _ | DAYS OR | WEEKS AFTER RECEIPT OF C | ORDER |
| 2. TERMS: | _(DISCOUNTS ARE TAKEN WITHO | UT REGARD TO DATE OF PAYM | MENT.) |
| 3. PRICE VALID FOR ACCEPTA | ANCE WITHIN DA | YS. | |
| 4. VENDOR QUOTATION REFERM (THIS NUMBER WILL APPEAR | CNCE NUMBER, IF ANY: AR ON THE PURCHASE ORDER.) | | |
| 5. E-MAIL ADDRESS: | | | |
| INTERNET WEBSITE: | | | |
| 6. GENERAL CONTRACTOR'S LI | CENSE NO: | | |
| TYPE OF G.C. LICENSE: _ | | | |
| RETURN INVITATION TO E | BID: | | |
| US MAIL | | COURIER | |
| STATE OF ALABAMA DEPARTMENT OF FINANCE DIVISION OF PURCHASING P O BOX 302620 MONTGOMERY, AL 36130-2620 | | STATE OF ALABAMA DIVISION OF PURCHASING RSA UNION BUILDING 100 N. UNION ST., SUITE 1 MONTGOMERY, AL 36104 | .92 |
| BIDDERS MUST COMPLY WIT | ***** IMPORTANT NOTE: ** TH ALL "BID RESPONSE INSTRU | | LUDE |
| I HAVE READ THE ENTIRE BII I HERBY AFFIRM I HAVE NOT | GNATURE AND NOTARIZATION R O AND AGREE TO FURNISH EACH BEEN IN ANY AGREEMENT OR C OMPETITION BY AGREEMENT TO | ITEM OFFERED AT THE PRICOLLUSION AMONG BIDDERS IN | 1 |
| SWORN TO AND FEIN OR SSN | | AUTHORIZED SIGNAT | TURE (INK) |
| SUBSCRIBED BEFORE ME THIS | COMPANY NAME | TYPE/PRINT AUTHOR | RIZED NAME |
| DAY OF | MAIL ADDRESS | TITLE | |
| NOTARY PUBLIC | CITY, STATE, ZIP | TOLL FREE NUMBER | |
| TERM EXP: | PHONE INCLUDING AREA C | ODE FAX NUMBER | |
| | THOME INCLUDING AREA C | ODD LWW MOHIDHY | |

STANDARD TERMS & CONDITIONS

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AUTHORITY:

THE DEPARTMENT OF FINANCE CODE OF ADMINISTRATIVE PROCEDURE, CHAPTER 355-4-1 EFFECTIVE DECEMBER 20, 2001 IS INCORPORATED BY REFERENCE AND MADE A PART OF T HIS DOCUMENT. TO RECEIVE A COPY CALL (334)242-7250, OR OUR WEBSITE WWW.PURCHASING.ALABAMA.GOV.

INFORMATION AND ASSISTANCE TO MINORITY BUSINESSES IN THE TECHNICAL COMPLETION OF REQUIRED FORMS MAY BE OBTAINED FROM THE OFFICE OF MINORITY BUSINESS ENTERPRISE, 1-800-447-4191.

BID (ITB) RESPONSE INSTRUCTIONS REV: 04/07/09

- TO SUBMIT A RESPONSIVE BID, READ THESE INSTRUCTIONS, ALL TERMS, CONDITIONS AND SPECIFICATIONS.
- BID ENVELOPES/PACKAGES/BOXES MUST BE IDENTIFIED ON FRONT, PREFERABLY LOWER LEFT CORNER AND BE VISIBLE WITH THE BID NUMBER AND OPENING DATE. EACH INDIVIDUAL BID (IDENTIFIED BY A UNIQUE BID NUMBER) MUST BE SUBMITTED IN A SEPERATE ENVELOPE. RESPONSES TO MULTIPLE BID NUMBERS SUBMITTED IN THE SAME ENVELOPE/COURIER PACKAGE, THAT ARE NOT IN SEPARATE ENVELOPES PROPERLY IDENTIFIED, WILL BE REJECTED. THE DIVISION OF PURCHASING DOES NOT ASSUME RESPONSIBILITY FOR LATE BIDS FOR ANY REASON INCLUDING THOSE DUE TO POSTAL, OR COURIER SERVICE. BID RESPONSES MUST BE IN THE DIVISION OF PURCHASING OFFICE PRIOR TO THE "RECEIVE DATE AND TIME" INDICATED ON THE BID.
- BID RESPONSES (PAGE 1, PRICE SHEET AND ADDENDUMS (WHEN SIGNATURE IS REQUIRED)) MUST BE IN INK OR TYPED ON THIS DOCUMENT. OR EXACT FORMAT WITH SIGNATURES BEING HANDWRITTEN ORIGINALS IN INK (PERSON SIGNING BID, NOTARY, AND NOTARY EXPIRATION), OR THE BID WILL BE REJECTED. UNLESS INDICATED IN THE BID, ALL PRICE PAGES MUST BE COMPLETED AND RETURNED. IF AN ITEM IS NOT BEING BID, IDENTIFY IT AS NB (NO-BID). PAGES SHOULD BE SECURED. THE DIVISION OF PURCHASING DOES NOT ASSUME RESPONSIBILITY FOR MISSING PAGES. FAXED BID RESPONSES WILL NOT BE ACCEPTED.
- THE UNIT PRICE ALWAYS GOVERNS REGARDLESS OF THE EXTENDED AMOUNT. A UNIT PRICE CHANGE ON A LINE MUST BE INITIALED BY THE PERSON SIGNING THE BID, OR THAT LINE WILL BE REJECTED. THIS INCLUDES A CROSS-OUT, STRIKE-OVER, INK-OVER, WHITE-OUT, ERASURE, OR ANY OTHER METHOD CHANGING THE PRICE.
- RETURN PAGE 1 MARKED "NO-BID" A "NO BID" MUST BE RETURNED TO REMAIN ON A CLASS/SUBCLASS. IDENTIFY IT ON THE ENVELOPE AS A "NO-BID". FAILING TO RESPOND TO 3 ITB'S WITHIN THE SAME CLASS/SUBCLASS WILL AUTOMATICALLY PURGE THE VENDOR FROM THAT CLASS/SUBCLASS. RESPONDING WITH 6 "NO-BIDS" WITHIN THE SAME CLASS/SUBCLASS WILL AUTOMATICALLY PURGE THE VENDOR FROM THAT CLASS/ SUBCLASS. A "NO-BID" RECEIVED LATE IS CONSIDERED A NO RESPONSE.
- 6. THE DIVISION OF PURCHASING IS NOT RESPONSIBLE FOR MISINTERPRETATION OF DATA FAXED FROM THIS OFFICE.
- THE DIVISION OF PURCHASING REQUIRES AN ORIGINAL AND A MINIMUM OF ONE COMPLETE EXACT COPY (TO INCLUDE SIGNATURE AND NOTARY) OF THE INVITATION-TO-BID RESPONSE. THE ORIGINAL AND THE COPY SHOULD BE SUBMITTED TOGETHER AS A BID PACKAGE.
- AN IMPROPERLY SUBMITTED BID, LATE BID, OR BID THAT IS CANCELLED ON OR BEFORE THE OPENING DATE WILL BE HELD FOR 90 DAYS AND THEN DESTROYED. THE BID MUST BE RETRIEVED DURUIG REGULAR WORK HOURS, MONDAY FRIDAY, EXCEPT STATE HOLIDAYS. AFTER THE BID IS DESTROYED, THE DIVISION OF PURCHASING ASSUMES NO RESPONSIBILITY FOR THE DOCUMENT.

DISQUALIFIED/CANCELLED BID

BIDS THAT ARE IMPROPERLY SUBMITTED OR RECEIVED LATE WILL BE A RESPONSE FOR RECORD, BUT WILL NOT BE RETURNED OR A NOTIFICATION MAILED.

THE FOLLOWING IS A PARTIAL LIST WHEREBY A BID RESPONSE WILL BE DISQUALIFIED:

BID NUMBER NOT ON FACE OF ENVELOPE/COURIER PACKAGE/BOX

RESPONSES TO MULTIPLE BID NUMBERS IN SAME ENVELOPE NOT PROPERLY IDENTIFIED BID RECEIVED LATE

BID NOT SIGNED/NOT ORIGINAL SIGNATURE

BID NOT NOTARIZED/NOT ORIGINAL SIGNATURE OF NOTARY AND/OR NO NOTARY EXPIRATION

NOTARIZED OWN SIGNATURE

REQUIRED INFORMATION NOT SUBMITTED WITH BID

FAÎLURE TO SUBMIT THE ORIGINAL BID AND A COMPLETE EXACT COPY WILL RESULT IN REJECTION OF THE BID RESPONSE

FAILURE TO MARK RESPONSES AS "ORIGINAL" AND/OR "COPY" COULD RESULT IN THE ENTIRE BID RESPONSE BEING REJECTED

CERTIFICATION PURSUANT TO ACT NO. 2006-557

ALABAMA LAW (SECTION 41-4-116, CODE OF ALABAMA 1975) PROVIDES THAT EVERY BID SUBMITTED AND CONTRACT EXECUTED SHALL CONTAIN A CERTIFICATION THAT THE VENDOR, CONTRACTOR, AND ALL OF ITS AFFILIATES THAT MAKE SALES FOR DELIVERY INTO ALABAMA OR LEASES FOR USE IN ALABAMA ARE REGISTERED, COLLECTING, AND REMITTING ALABAMA STATE AND LOCAL SALES, USE, AND/OR LEASE TAX ON ALL TAXABLE SALES AND LEASES INTO ALABAMA. BY SUBMITTING THIS BID, THE BIDDER IS HEARBY CERTIFYING THAT THEY ARE IN FULL COMPLIANCE WITH ACT NO. 2006-557, THEY ARE NOT BARRED FROM BIDDING OR ENTERING INTO A CONTRACT PURSUANT TO 41-4-116, AND ACKNOWLEDGES THAT THE AWARDING AUTHORITY MAY DECLARE THE CONTRACT VOID IF THE CERTIFICATION IS FALSE.

SPECIAL TERMS & CONDITIONS

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INTENT TO AWARD

EFFECTIVE MAY 1, 2008, THE STATE OF ALABAMA - DIVISION OF PURCHASING WILL ISSUE AN 'INTENT TO AWARD' BEFORE A FINAL AWARD IS MADE. THE 'INTENT TO AWARD' WILL CONTINUE FOR A PERIOD OF FIVE (5) CALENDAR DAYS, AFTER WHICH A PURCHASE ORDER WILL BE PRODUCED. UPON FINAL AWARD, ALL RIGHTS TO PROTEST ARE FORFEITED. A DETAILED EXPLANATION OF THIS PROCESS MAY BE REVIEWED IN THE ALABAMA ADMINISTRATIVE CODE - CHAPTER 355-4-1(14).

ALTERNATE BID RESPONSE
UNLESS STATED ELSEWHERE IN THIS INVITATION-TO-BID (ITB) THE STATE OF
ALABAMA WILL ACCEPT AND EVALUATE ALTERNATE BID SUBMITTALS ON ANY
ITB'S. ALTERNATE BID RESPONSES WILL BE EVALUATED ACCORDING TO THE
REQUIREMENTS AS ALL OTHER RESPONSES TO THIS ITB.

INTERNET WEBSITE LINK'S

INTERNET AND/OR WEBSITE LINKS WILL NOT BE ACCEPTED IN BID RESPONSES AS A MEANS TO SUPPLY ANY REQUIREMENTS STATED IN THIS ITB (INVITATION-TO-BID).

PRODUCT DELIVERY, RECEIVING AND ACCEPTANCE IN ACCORDANCE WITH THE UNIVERSAL COMMERCE CODE (CODE OF ALABAMA, TITLE 7), AFTER DELIVERY, THE STATE OF ALABAMA HAS THE RIGHT TO INSPECT ALL PRODUCTS BEFORE ACCEPTING. THE STATE WILL INSPECT PRODUCTS IN A REASONABLE TIMEFRAME. SIGNATURE ON A DELIVERY DOCUMENT DOES NOT CONSTITUTE ACEPTANCE BY THE STATE. THE STATE WILL ACCEPT PRODUCTS ONLY AFTER SATISFACTORY INSPECTION.

SALES TAX EXEMPTION

PURSUANT TO THE CODE OF ALABAMA, 1975, TITLE 40-23-4 (A) (11), THE STATE OF ALABAMA IS EXEMPT FROM PAYING SALES TAX. AN EXEMPTION LETTER WILL BE FURNISHED UPON REQUEST.

INVOICES

INQUIRIES CONCERNING PAYMENT AFTER INVOICES HAVE BEEN SUBMITTED ARE TO BE DIRECTED TO THE RECEIVING AGENCY, NOT THE DIVISION OF PURCHASING

BID RESPONSES AND BID RESULTS

UNEVALUATED BID RESPONSES (NOT BID RESULTS) ARE AVAILABLE ON OUR WEB SITE AT WWW.PURCHASING.ALABAMA.GOV. BID RESULTS WILL BE MADE AVAILABLE FOR REVIEW IN THE DIVISION OF PURCHASING OFFICE, BUT ONLY AFTER THE BID HAS BEEN AWARDED. WE DO NOT FAX OR MAIL COPIES OF BID RESULTS. IF A VENDOR WISHES TO REVIEW BID RESULTS IN OUR OFFICE, THEY SHOULD FAX THEIR REQUEST TO REVIEW THE BID TWO DAYS IN ADVANCE TO THE "BID REVIEW CLERK" AT (334) 242-4419. BE SURE TO REFERENCE THE BID NUMBER.

FOREIGN CORPORATION - CERTIFICATE OF AUTHORITY

ALABAMA LAW PROVIDES THAT A FOREIGN CORPORATION (AN OUT-OF-STATE COMPANY/FIRM) MAY NOT TRANSACT BUSINESS IN THE STATE OF ALABAMA UNTIL TI OBTAINS A CERTIFICATE OF AUTHORITY FROM THE SECRETARY OF STATE. SECTION 10-2B-15.01, CODE OF ALABAMA 1975. TO OBTAIN FORMS FOR A CERTIFICATE OF AUTHORITY, CONTACT THE SECRETARY OF STATE, CORPORATIONS DIVISION, (334) 242-5324. THE CERTIFICATE OF AUTHORITY DOES NOT KEEP THE VENDOR FROM SUBMITTING A BID.

BID IDENTIFICATION

REFERENCE PAGE 2, ITEM 2. DUE TO THE POSTAL SERVICE PUTTING BAR CODE LABELS ON ENVELOPES, IT CONCEALS THE BID NUMBER AND DATE IF THE VENDOR HAS WRITTEN THEM OTHER THAN THE LOWER LEFT CORNER, THEREFORE THE BID WOULD BE REJECTED FOR NOT BEING PROPERLY IDENTIFIED.

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AWARD:

THE AWARD SHALL BE MADE TO THE LOWEST RESPONSIBLE BIDDER MEETING ALL SPECIFICATIONS.

DELIVERY TIME FRAME:

ALL ITEMS ORDERED MUST BE DELIVERED TO THE "SHIP TO" ADDRESS SHOWN ON THE P.O. WITHIN THIRTY (30) DAYS OF VENDOR'S RECEIPT OF ORDER.

DELIVERY AND INSTALLATION:

BID IS TO INCLUDE COST OF TRANSPORTATION, UNLOADING, INSTALLATION AND REMOVAL OF DEBRIS. DROP SHIPMENTS ARE NOT ACCEPTABLE. TITLE WILL CHANGE UPON RECEIPT OF SATISFACTORY DELIVERY AND INSTALLATION.

F.O.B. DESTINATION:

F.O.B. DESTINATION IS THE LOCATION WHERE MERCHANDISE IS DELIVERED AND UNLOADED ON A RECEIVING DOCK, IF AVAILABLE, TO ANY STATE OR LOCAL GOVERNMENT AGENCY AND THE CHANGE OF TITLE TAKES PLACE. THE VENDOR IS LIABLE FOR FREIGHT CHARGES, RISK OF LOSS OR DAMAGE TO THE MERCHANDISE UP TO THE DESTINATION.

FREIGHT:

BID IS F.O.B. DESTINATION. ANY FREIGHT CHARGES MUST BE INCLUDED IN THE BID PRICES.

NON-APPROPRIATION OF FUNDS:

CONTINUATION OF ANY AGREEMENT BETWEEN THE STATE AND A BIDDER BEYOND A FISCAL YEAR IS CONTINGENT UPON CONTINUED LEGISLATIVE APPROPRIATION OF FUNDS FOR THE PURPOSE OF THIS BID AND ANY RESULTING AGREEMENT. NON-AVAILABILITY OF FUNDS AT ANY TIME SHALL CAUSE ANY AGREEMENT TO BECOME VOID AND UNENFORCEABLE AND NO LIQUIDATED DAMAGES SHALL ACCRUE TO THE STATE AS A RESULT. THE STATE WILL NOT INCUR LIABILITY BEYOND THE PAYMENT OF ACCRUED AGREEMENT PAYMENT.

PRORATION:

ANY PROVISION OF A CONTRACT RESULTING FROM THIS BID TO THE CONTRARY ANY FROVISION OF A CONTRACT RESULTING FROM THIS BID TO THE CONTRACT NOTWITHSTANDING, IN THE EVENT OF FAILURE OF THE STATE TO MAKE PAYMENT HEREUNDER AS A RESULT OF PARTIAL UNAVAILABILITY, AT THE TIME SUCH PAYMENT IS DUE, OF SUCH SUFFICIENT REVENUES OF THE STATE TO MAKE SUCH PAYMENT (PRORATION OF APPROPRIATED FUNDS FOR THE STATE HAVING BEEN PAYMENT (PROBATION OF APPROPRIATED FUNDS FOR THE STATE HAVING BEEN DECLARED BY THE GOVERNOR PURSUANT TO SECTION 41-4-90 OF THE CODE OF ALABAMA 1975), THE CONTRACTOR SHALL HAVE THE OPTION, IN ADDITION TO THE OTHER REMEDIES OF THE CONTRACT, OF RENEGOTIATING THE CONTRACT (EXTENDING OR CHANGING PAYMENT TERMS OR AMOUNTS) OR TERMINATING THE CONTRACT.

MANUFACTURER, STOCK/MODEL NUMBERS: AT THE END OF EACH ITEM WHERE SPACES ARE MARKED "MFR" AND "NO.", VENDOR IS TO INDICATE THE MANUFACTURER & ALL STOCK/MODEL NUMBERS NECESSARY TO COMPLETE EACH UNIT AS SPECIFIED.

DESCRIPTIVE LITERATURE:

THE BRANDS AND MODEL NUMBERS REFERENCED PROVIDE A LEVEL OF QUALITY, AND UNLESS OTHERWISE SPECIFIED, ARE NOT RESTRICTIVE. VENDORS BIDDING ALTERNATE ITEMS MUST PROVIDE COMPLETE DESCRIPTIVE/TECHNICAL LITERATURE FOR CONSIDERATION AND EVALUATION WITH THEIR BID, AND WITH THE BID COPY PER ITEM NUMBER 7 ON PAGE 2. REFERENCE TO LITERATURE WITH A PREVIOUS BID WILL NOT SATISFY THIS REQUIREMENT. FAILURE TO PROVIDE THE REQUIRED LITERATURE WILL RESULT IN THE REJECTION OF THE BID. PHYSICAL INSPECTION AND OPERATIONAL EVALUATION MAY ALSO BE REQUIRED WITHOUT COST OR OBLIGATION TO THE STATE OF ALABAMA.

NEW EQUIPMENT:

ALL EQUIPMENT MUST BE NEW AND UNUSED AND ACCEPTABLE BY THE ORIGINAL

SPECIAL TERMS & CONDITIONS

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EQUIPMENT MANUFACTURER FOR THEIR MAINTENANCE.

BLANK LINES:

TO EVALUATE THE BID IN AN EFFICIENT MANNER, THE VENDOR SHOULD FILL-IN ALL BLANK LINES APPLICABLE TO A SPECIFIC COMMODITY DESCRIPTION.

WARRANTY INFORMATION:

WARRANTY INFORMATION:
EQUIPMENT SHALL BE WARRANTED FOR A MINIMUM OF TWENTY FOUR (24) MONTHS.
WARRANTY SHALL COVER ALL PARTS, LABOR & FREIGHT COST ASSOCIATED WITH
REPAIRS AND/OR REPLACEMENT OF DEFECTIVE EQUIPMENT. ACCIDENTS, MISUSE
AND NEGLIGENCE ARE NOT COVERED BY THIS WARRANTY. THE WARRANTY SHALL
COMMENCE ON THE DATE THE EQUIPMENT IS PUT INTO SERVICE BY THE USING
AGENCY. VENDOR WILL USE WHATEVER MEANS REQUIRED TO FACILITATE THIS
WARRANTY, AND WILL INSURE TOTAL SATISFACTORY PERFORMANCE TO THE USING
AGENCY. AGENCY.

VENDOR NAME : PRICE SHEET

VENDOR NUMBER:

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LINE EXTENDED NO. COMMODITY/SERVICE DESCRIPTION QUANTITY UNIT UNIT PRICE AMOUNT

UNLESS SPECIFIED OTHERWISE BELOW: UNLESS SPECIFIED OTHERWISE BELOW:
SHIP TO: 012003 / 012M01
ALA DEPT OF TRANS-DIV. EQUIP. MAINT
1ST DIV. EQUIP. MAIN. SUPV.
23445 HWY 431 NORTH
P O BOX 550
GUNTERSVILLE AL 35976

00001 COMMODITY CODE: 845-06-079100 COMPRESSION TESTING MACHINE, PER PROVIDED SPECIFICATIONS.

500,000LB COMPRESSION, 6600 - 500,000# OPERATING RANGE

MFR:______TEST MARK INDUSTRIES OR EQUAL MDL#: CM-5000-LXIA

EACH BIDDER SHOULD PROVIDE THE MFR/MODEL IN THE BLANK LINES ABOVE.

R E M E M B E R : RETURN THE ORIGINAL BID AND ONE COMPLETE EXACT COPY OF ORIGINAL BID (BID INSTRUCTIONS P.2).

AGENCY CONTACT: JOHNNY HARRIS 256-582-2254

> PAGE TOTAL BID TOTAL

109-911251 1419331 2208919

Specifications for Concrete Breaking Machine

- The machine <u>must</u> have fully automatic operation; it must be able to automatically set the pre-load pressure on a specimen, as well as automatically apply the load pressure to the specimen, all without the need for an individual to approximate proper load values.
- 2) The machine must be able to test the following specimens: high-strength concrete and concrete cylinders of 6" x 12" dimensions.
- 3) The machine must be accurate to $\pm 1\%$ throughout its operational range. Additionally, it must be capable of applying at least 500,000 lbf pressure accurately for testing high-strength compression samples.
- 4) The machine must be readable in U.S. customary units (with additional metric units acceptable).
- A means of connecting to a desk-top computer or a printer must be included.
- 6) The bottom platen of the load frame should be no lower than 36" off the floor to facilitate easy insertion of samples for testing.
- 7) Training and calibration services must be readily available to the division as needed.
- The machine must have a life expectancy of at least 10-15 years of service under normal usage.
- 9) The machine must have a minimum of a two-year warranty, parts and labor, for repair of defects.
- The machine must be delivered to and fully set up, ready for use, at the Materials Section Concrete Lab, First Division, Guntersville, AL

A machine meeting these criteria would be best suited for use by the Materials Section as a replacement to our existing machine.